

1868

A. G. Contract No. KR-88-1728-TRD
ECS File: JPA-88-42
Project: S-590-502
Section: Haskell Avenue
(S.R. B-10)

INTERGOVERNMENTAL AGREEMENT
FOR LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF WILLCOX

THIS AGREEMENT is entered into August 10, 1988, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF WILLCOX, acting by and through its City Council, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on Business Route 10 (Haskell Avenue) at the following location:

From centerline roadway station 1821+10 to centerline roadway station 1826+30 and from centerline roadway station 1835+88 to centerline roadway station 1840+70, a net distance of approximately 0.20 mile.

NO.	<u>13221</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>8-10-88</u>
	<u>Jim Sheeroway</u> Secretary of State
By	<u>A. T. Rouse</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare plans for the landscaping project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the City shall reimburse the State 25 percent of the final construction costs.

3. The City shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at City expense.

4. After construction, the City shall maintain the landscaping within the right of way.

5. The City hereby agrees to maintain the landscaping in an attractive manner, as it was designed and approved by the State; and the City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the State's "Uniform Traffic Control Requirements."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. This agreement shall remain in full force and effect for a period of one (1) year from the effective date. Thereafter, this agreement will be automatically renewed for successive periods of one year unless terminated by either party upon ninety days' written notice to the other party. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled by the Governor in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

City Clerk
City of Willcox
151 W. Maley
Willcox, AZ 85643

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF WILLCOX

STATE OF ARIZONA
Department of Transportation

By

Title

By

GARY K. ROBINSON

Chief Deputy State Engineer

ECS File: JPA-88-42
Project: S-590-502
Section: Willcox

RESOLUTION

BE IT RESOLVED on this 7th day of July, 1988, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, enter into an agreement with the City of Willcox for the City to maintain landscaping on certain State highways.

THEREFORE, authorization is hereby given to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

A handwritten signature in cursive script, appearing to read "Charles L. Miller", is written over a horizontal line.

CHARLES L. MILLER, Director
Arizona Department of
Transportation

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, STATE ENGINEER and the CITY OF WILLCOX and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 5th day of July 1988.



JAMES E. HOLLAND

City Attorney

ATTORNEY GENERAL
1275 West Washington
Phoenix, Arizona 85007
Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

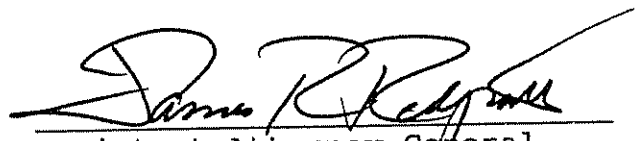
DETERMINATION

A. G. Contract No. KR-88-¹⁸⁶⁸~~1728~~-TRD, which is an agreement between public agencies, has been reviewed pursuant to Arizona Revised Statutes Section 11-952, as amended, by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter said agreement.

Dated this 9th day of August, 1988.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division

STATE OF ARIZONA)
 : SS
County of Cochise)

I, CRISTINA G. WHELAN, CITY CLERK of
the City of Willcox, Arizona, do hereby certify that the
following is a true and correct extract of the minutes of the
City Council meeting held ON TUESDAY, MARCH 22, 1988.

In Witness Whereof, I have hereunto set my hand and
affixed the Official Seal of the City of Willcox,, Arizona.
Done in Willcox, Arizona this 30TH day
of MARCH, 1988.

Cristina G. Whelan